

08-CV-01167-ORD

THE HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FAIZA ABU,

Plaintiff,

v.

PIRAMCO SEA-TAC INC., d/b/a BEST  
WESTERN AIRPORT EXECUTEL,

Defendant.

No. C08-1167 RSL

~~[PROPOSED]~~

STIPULATED PROTECTIVE ORDER

NOTED FOR PRESENTATION:

JANUARY 5, 2009

IT IS HEREBY STIPULATED by and among Plaintiff Faiza Abu ("Abu") and Piramco Sea-Tac Inc. ("Piramco") (the Plaintiff and Defendant are each termed "Party" and collectively all are termed the "Parties"), by and through their attorneys of record, that this Court may enter the following Protective Order in this case. The Parties stipulate that certain materials produced or used in this litigation may contain confidential information, and disclosure of this information could be damaging to their respective personal, business and other interests, or to that of third parties. Consequently, pursuant to CR 26(c), the Parties hereby stipulate and agree to maintain the confidentiality of documents defined and designated as "Confidential Documents" as defined below.

~~[Proposed]~~ STIPULATED PROTECTIVE  
ORDER - 1

Case No. ~~C08-1167 RSL~~

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**PROTECTIVE ORDER**

IT IS HEREBY ORDERED that the following Protective Order be entered in this matter and that the Parties shall follow the procedures set forth below with respect to information, documents, or things produced in this litigation:

To protect the confidentiality of information contained in documents produced, and other information disclosed in this litigation, the Court orders as follows:

1. This Order shall be applicable to and govern all depositions, documents, information or things produced in response to requests for production of documents, answers to interrogatories, responses to requests for admissions and all other discovery taken pursuant to the Rules of Civil Procedure, as well as testimony adduced at trial or other hearings, matters in evidence and other information which the disclosing Party designates as "CONFIDENTIAL" hereafter furnished, directly or indirectly, by or on behalf of any Party or any non-party witness in connection with this action. As used herein, "disclosing Party" shall refer to the Parties to this action and to third parties who give testimony or produce documents or other information.

2. In designating information as "CONFIDENTIAL" a disclosing Party shall make such a designation only as to materials which that Party in good faith believes constitute such material or matter used by it in, or pertaining to, its business, which matter is not generally known and which the Party would normally not reveal to third parties or would cause third parties to maintain in confidence, or which would subject a Party or other person to invasion of privacy interests or undue embarrassment. Parties shall designate as "CONFIDENTIAL" only those records that the producing Party, in good faith, deems confidential and/or proprietary information and/or personnel information, confidential medical information, and personal information that is not generally available to the public. Material designated "CONFIDENTIAL" shall be used by the Parties to this litigation solely

1 for the purpose of conducting this litigation, but not for any other purpose whatsoever.

2 3. Disclosing Parties shall designate "CONFIDENTIAL" information as  
3 follows:

4 (a) In the case of discovery responses and the information contained  
5 therein, designation shall be made by placing the following legend on every page of any such  
6 document prior to production: "CONFIDENTIAL". In the event that a Party inadvertently  
7 fails to stamp or otherwise designate a document or other information as "CONFIDENTIAL"  
8 at the time of its production, that Party shall have five (5) business days after such production  
9 to so stamp or otherwise designate the document or other information, but shall inform the  
10 other Party as promptly as possible of the need to do so.

11 (b) In the case of depositions, designation of the portion of the transcript  
12 (including exhibits) which contains CONFIDENTIAL information shall be made by a  
13 statement to such effect on the record in the course of the deposition or upon review of such  
14 transcript by counsel for the Party to whose CONFIDENTIAL information the deponent has  
15 had access; said counsel shall so designate any such information within ten (10) days after  
16 counsel's receipt of the transcript. Counsel shall list on a separate piece of paper the page and  
17 line numbers of the transcript containing CONFIDENTIAL information, inserting the list at  
18 the end of the transcript, and mailing copies of the list to counsel for the receiving Party so  
19 that it may be affixed to the face of the transcript and each copy thereof. Pending such  
20 designation by counsel, the entire deposition transcript, including exhibits, shall be deemed  
21 CONFIDENTIAL. If no designation is made at the time of the deposition or within ten (10)  
22 days after receipt of the transcript, the transcript shall be considered not to contain any  
23 CONFIDENTIAL information.

24 (c) Transcripts of depositions will not be filed with the Court unless it is  
25 necessary to do so for purposes of preliminary injunction hearings, trial, motions for summary  
26 judgment, or other matters.

1 (d) If a Party believes that Confidential information or categories of  
2 Confidential information that it produces should be subject to Seal, pursuant to CR 5 (g), if  
3 such materials would be filed in Court or used in any proceeding relating to this matter, that  
4 Party shall notify the other Party as soon as possible after production or testimony of that  
5 Party's position. The Parties shall take appropriate steps to comply with CR 5 (g) if such  
6 materials would be filed in Court or used in any proceeding relating to this matter.

7 (e) Any CONFIDENTIAL information produced in a non-paper media  
8 (e.g., videotape, audiotape, computer disk, etc.) may be designated as such by labeling the  
9 outside of such non-paper media as "CONFIDENTIAL". In the event such non-paper  
10 media is transmitted via email the producing Party may designate the information produced  
11 as "CONFIDENTIAL" by so identifying such media in the email. In the event a receiving  
12 Party generates any "hard copy," transcription, or printout from any such designated non-  
13 paper media, such Party must stamp each page "CONFIDENTIAL" and the hard copy,  
14 transcription or printout shall be treated as it is designated.

15  
16 4. All "CONFIDENTIAL" information shall be used solely for the  
17 purposes of this action, including discovery, motions, trial and hearing preparation and during  
18 trial or hearings, and on appeal, as necessary, and not for any other purpose.

19 5. Disclosure of all "CONFIDENTIAL" information shall be limited to:

20 (a) Internal and external attorneys working on this action on behalf of any  
21 Party, and any paralegal assistants, assistants, stenographic and clerical employees working  
22 under the direct supervision of such counsel;

23 (b) Officers of the Court and supporting personnel or officers of any  
24 appellate court to which an appeal may be taken or in which review is sought, including  
25 necessary stenographic and clerical personnel (e.g., court reporters);

26 (c) Other qualified reporters taking, and videographers recording,

1 testimony involving such information, and necessary stenographic and clerical personnel  
2 thereof;

3 (d) Any person of whom testimony is taken, except that such person may  
4 only be shown copies of "CONFIDENTIAL" information during his/her testimony, only to  
5 the extent that such information relates to the testimony of such person, and may not retain  
6 such "CONFIDENTIAL" information;

7 (e) Any person (including testimonial experts, non-testimonial experts  
8 (who are subject to legitimate work product doctrine protections) or other trial related  
9 consultants (who are subject to legitimate work product doctrine protections)) who is  
10 expressly retained or sought to be retained by any attorney described in paragraph 6(a) to  
11 assist in preparation of this action for trial, with disclosure only to the extent necessary to  
12 perform such work;

13 (f) A maximum of five (5) agents, officers, or employees of Piramco who  
14 are required to work directly on this litigation, with disclosures only to the extent necessary to  
15 perform such work; and

16 (g) Faiza Abu.

17 6. Nothing herein shall restrict the use of CONFIDENTIAL information  
18 of the disclosing Party by the disclosing Party.

19 7. Prior to disclosure of any CONFIDENTIAL information to any persons  
20 in paragraphs 5(e), 5(f) and 5(g), the procedure set forth in paragraph 10 shall be followed.

21 8. Prior to the disclosure of CONFIDENTIAL information to persons in  
22 paragraphs 5(e), 5(f), 5(g), the undersigned attorney, or an attorney under his/her direction,  
23 shall advise each person that the information is confidential, can only be discussed with  
24 persons authorized by this Order to view the material and can only be used for purposes of  
25 this litigation. Counsel shall retain, but need not disclose, a copy of a signed undertaking of  
26 each person to whom disclosure is made under paragraph 5(e), 5(f) and 5(g). The written

1 undertaking, which shall be in the form as illustrated in Exhibit A hereto, shall acknowledge  
2 that he or she has read and understands this Order, agrees to comply with this Order, agrees  
3 that the CONFIDENTIAL information will be used only to assist in this litigation, and agrees  
4 not to disclose or discuss CONFIDENTIAL information with any person other than those  
5 authorized by this Order to view the material and to use it only for the purposes of this  
6 litigation.

7 9. A Party shall not be obligated to challenge the propriety of a  
8 CONFIDENTIAL designation at the time made, and failure to do so shall not preclude a  
9 subsequent challenge thereto. In the event that any Party to this litigation disagrees at any  
10 stage of these proceedings with such designation, such Party shall provide to the producing  
11 Party written notice of its disagreement with the designation. The Parties shall first try to  
12 dispose of such dispute in good faith on an informal basis. If the dispute cannot be resolved,  
13 the Party challenging the designation may request appropriate relief from the Court, but in any  
14 event, such relief from the Court shall not be requested before ten (10) days after the  
15 producing Party is served with said written notice. During the time the dispute is pending, the  
16 Parties shall continue to treat the document as it has been designated.

17 10. Failure of counsel to designate or mark any document, thing, or  
18 testimony as "CONFIDENTIAL" as provided above, shall not preclude the disclosing Party  
19 from thereafter in good faith making such designation and requesting the receiving Party to so  
20 mark and treat such documents, things or testimony so designated even after the expiration of  
21 the "five business days" designation period described in paragraph 3(a). The receiving Party,  
22 however, shall incur no liability for disclosures made prior to notice of such designations.

23 11. If CONFIDENTIAL information is disclosed to any person other than  
24 in the manner authorized by this Protective Order, the person responsible for the disclosure  
25 shall immediately bring all pertinent facts relating to such disclosure to the attention of  
26 counsel for all Parties, without prejudice to other rights and remedies of any Party, and shall

1 make every effort to prevent further disclosure by it or by the person who was the recipient of  
2 such information.

3 12. In the event that any CONFIDENTIAL information is used in any court  
4 proceeding in connection with this litigation, it shall not lose its CONFIDENTIAL status  
5 through such use.

6 13. Within thirty (30) days after final termination of this litigation, counsel  
7 for each Party shall return to the originating source, or certify in writing the destruction of, all  
8 CONFIDENTIAL information and all copies or derivatives thereof; provided, however, that  
9 counsel of record may retain, pursuant to that counsel of record's record retention policy, a  
10 complete set of all Confidential Documents produced by the other Party.

11 14. Nothing herein shall be deemed to constitute a waiver of any objection  
12 a producing Party may have to any request for production of documents or other requested  
13 discovery. Nothing herein shall prevent any Party from objecting to production of documents  
14 or objecting to other discovery requests on any available grounds, or from seeking a  
15 modification of this Order or alternative protective orders from the Court.

16 15. The provisions of this Order, insofar as they restrict the communication  
17 and use of certain discovery materials and the information contained therein, shall continue to  
18 be binding after the conclusion of this action, including appeals, if any. The Parties agree not  
19 to use any such information and materials in subsequent litigation.

20 16. Any party seeking relief for violation of this Protective Order may seek  
21 from the Court any and all such relief within the Court's remedial and other authority,  
22 including, without limitation, an award of attorney's fees incurred surrounding the violation.

23 DONE IN OPEN COURT this 6<sup>th</sup> day of January, 2009.

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26 HONORABLE ROBERT S. LASNIK

1 Stipulated to, presented and entry approved by:

2 K&L GATES LLP  
3

4 By: /s/Suzanne J. Thomas  
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EXHIBIT A

UNDERTAKING

I acknowledge that I, \_\_\_\_\_ (Name),  
of \_\_\_\_\_ (Place and Position of  
Employment), am about to receive confidential information supplied by  
\_\_\_\_\_ (Party). I certify that I understand that such confidential  
information will be provided to me pursuant to the terms and restrictions of the  
STIPULATED PROTECTIVE ORDER of \_\_\_\_\_, 2009, in *ABU  
FAIZA v. PIRAMCO SEA-TAC INC., d/b/a BEST WESTERN AIRPORT EXECUTEL*, United  
States District Court Civil Action No. C08-1167 RSL in the U.S. District Court for the  
Western District of Washington. I further represent that I have been given a copy of and have  
read that STIPULATED PROTECTIVE ORDER, and that I agree to be bound by all of its  
applicable terms. I also understand that documents and/or information having any  
confidential designation, and all copies, summaries, notes and other records that may be made  
regarding such documents and/or information, shall be disclosed to no one other than persons  
qualified under the STIPULATED PROTECTIVE ORDER to have access to such  
information.

I understand and acknowledge that violation of this Undertaking or the STIPULATED  
PROTECTIVE ORDER may be punishable by Contempt of Court.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE